

**Memorandum of Understanding Between the Berkeley Unified School District
and the Berkeley Federation of Teachers**

Subject: Impacts of COVID-19 Pandemic

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees BFT and BUSD have agreed on the following:

- 1. When any bargaining unit member is directed to be absent from their school or worksite by order of any Federal, State or Local agency, including the school district, the employee shall receive full pay and benefits for so long as the Federal, State or Local agency requires the quarantine. No employee will be charged sick leave or docked pay if the school or worksite is closed for health and safety reasons.**
- 2. If a bargaining unit member is ill, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.**
- 3. A bargaining unit member in a high-risk group, or who lives with someone in a high-risk group can use sick leave to be absent from work. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.**
- 4. If the district implements any distance or home learning program the requirements for certificated staff will be negotiated by the district and union. Members being asked to provide distance or home learning programs will be adequately trained and provided with the materials required.**
- 5. The above provisions apply to non-substitute bargaining unit members.**
- 6. For substitute teachers, if the substitute is assigned to a long-term substitute teaching assignment and was pre-assigned to work during dates of school or district closure the substitute will receive full pay. During a school or district closure, day-to-day substitute teachers will receive a prorated amount of pay based on their pay for the prior three full months of work.**
- 7. If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, BFT and BUSD will renegotiate this agreement for the 2020-2021 school year based on the continuity of state funding for the closure.**

This is a one-time, non-precedent setting agreement.

For BFT:

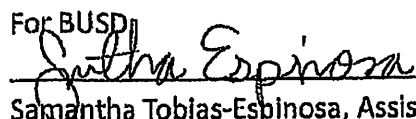


Matt Meyer, President

3/12/2020

Date

For BUSD:



Samantha Tobias-Espinosa, Assistant
Superintendent

3/12/2020

Date

Memorandum of Understanding Between
the Berkeley Unified School District and BFT

Subject: Impacts of COVID-19 Pandemic, Part 2

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees BFT and BUSD have agreed on the following:

1. During the District closure April 6 -June 12, 2020, all certificated staff is expected to follow the Distance Learning Plan to the best of their ability.
 2. When any bargaining unit member is assigned to be a Distance Learning Teacher Leader, the employee shall receive full pay and benefits plus an additional \$150 per week (up to \$1650 for 11 weeks). This is a position that will be working remotely. Any employee who chooses not to apply for the Teacher Leader position during the school closure shall not be penalized or retaliated against. This applies to PK-12.
 3. If the circumstances change (i.e. the employee becomes ill or a caregiver) for an entire work-week the stipend shall be prorated accordingly.
 4. The expectation is that the employee in the Distance Learning Teacher Leader position will:
 - a. Check-in weekly with assigned coordinator (example: District TSA, supervisor)
 - b. Check email daily on weekdays
 - c. Participate in weekly workgroups and contribute to weekly Distance Learning Activity Sets
 - d. Constructing a weekly email template for grade level/subject teachers sent prior to the week of instruction.
 - e. For grades 9-12, Distance Learning Teacher Leader will be established when they are providing curriculum for four or more teachers.
 - f. If you cannot work due to an illness or caregiving for an entire work-week, alert the Director of HR: brentdaniels@berkeley.net, as soon as possible.
 5. Due to the timing of the closure, we are suspending the requirement for a third observation for the 2019-2020 school year. Administrators can have a final summative conversation to conclude the evaluation process. No teacher should be receiving an unsatisfactory/needs improvement after February 15th. No new teachers will be added to B-PAR for the 2020-2021 school year without three formal observations/Form Bs completed prior to the closure on March 16, 2020. Current B-PAR teachers' standing will be discussed by the B-PAR committee.
- 15.4 Formative Observations
- 15.4.1 Tenured teachers shall receive at least two (2) formative observations per year. ~~Temporary contract, probationary teachers, potential B-PAR referred teachers, and~~

~~B-PAR referred teachers shall receive at least three (3) formative observations per year. At least two (2) formative observation visits shall take place by February 15. For teachers receiving a minimum of three (3) observations per year, the third formative observation shall take place by April 15.~~

6. Due to the timing of the closure, we are authorizing for alternative evaluations teachers in lieu of a staff presentation to provide a written reflection to the Principal/Administrator. The use of zoom or other teleconference software to make the staff presentation is also allowable with inclusion of the Principal/Administrator.
7. Due to the closure, course pre-approval forms are not required to be submitted for credits earned during the 2019-2020 school year and for credits to be earned during Summer 2020. Transcripts must be submitted by contractual deadlines.
8. If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, BFT and BUSD will renegotiate this agreement based on the continuity of state funding for the closure.

This is a one-time, non-precedent setting agreement.

For BFT:

Matt Meyer

Matt Meyer, President

3/25/20

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant
Superintendent

3-25-2020

Date

Memorandum of Understanding Between the Berkeley Unified School District
and the Berkeley Council of Classified Employees

Subject: Impacts of COVID-19 Pandemic

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees BCCE and BUSD have agreed on the following:

1. When any bargaining unit member is directed to be absent from their school or worksite by order of any Federal, State or Local agency, including the school district, the employee shall receive full pay and benefits for so long as the Federal, State or Local agency requires the quarantine. No employee will be charged sick leave or docked pay if the school or worksite is closed for health and safety reasons.
2. If a bargaining unit member is ill, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.
3. A bargaining unit member in a high-risk group, or who lives with someone in a high-risk group can use sick leave to be absent from work. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.
4. The above provisions apply to non-substitute bargaining unit members.
5. For substitute employees, if the substitute is assigned to a limited-term substitute assignment and was pre-assigned to work during dates of school or district closure the substitute will receive full pay. During a school or district closure, day-to-day substitutes will receive a prorated amount of pay based on their pay for the prior three full months of work.
6. There shall be no loss of sick leave due to illnesses, communicable disease or injury contracted through work or work-related incidents provided that the appropriate procedures for claiming Workers' Compensation have been complied with and an award of Workers' Compensation has been made in such a manner as to substitute for the use of sick leave.
7. If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, BCCE and BUSD will renegotiate this agreement for the 2020-2021 school year based on the continuity of state funding for the closure.

This is a one-time, non-precedent setting agreement.

For BCCE: 

Linnette Robinson, President

3/12/2020

Date

For BUSD: 

Samantha Tobias-Espinosa, Assistant
Superintendent

3/12/2020

Memorandum of Understanding Between the Berkeley Unified School District
and the Berkeley Council of Classified Employees

Subject: Impacts of COVID-19 Pandemic, Part 2

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees BCCE and BUSD have agreed on the following:

1. When any bargaining unit member is directed to work by their supervisor, the employee shall receive full pay and benefits plus an additional 5% differential. This applies regardless of the employee physically coming to work or working remotely. The supervisor must make the request of the employee prior to the work time and the employee retains their right to say no. Any employee who says no or is unable to work during the school closure shall not be penalized or retaliated against.
2. If the circumstances change (i.e. the employee becomes ill or a caregiver) any work time prior to the change shall include the 5% differential.
3. The facilities employees and custodial staff shall receive comp time for working for a maximum of five days after they reach the maximum if they continue to work they will receive the 5% differential.
4. Work shall be assigned using the overtime rotation language in 10.2.3 (a-d), 10.2.4, 10.2.5, and 10.2.6 of the collective bargaining agreement.
5. The above provisions apply to non-substitute bargaining unit members.
6. For substitute employees, if the substitute is asked to work by a supervisor during the district closure they will also receive the 5% differential. Work will only be offered to substitutes once the permanent and probationary employee list is exhausted, and all efforts will be made to use eligibility lists when available.
7. If it becomes necessary a request for volunteers will be made to fill essential duties, the request will first go out to all BCCE unit members, then to other union groups, and finally to all substitutes.
8. If the need for this MOU as it is related to COVID-19 extends beyond April 30, 2020, BCCE and BUSD will renegotiate this agreement based on the continuity of state funding for the closure.


This is a one-time, non-precedent setting agreement.

For BCCE:


Linner Robinson, President


Date

For BUSD:


Samantha Tobias-Espinosa, Assistant
Superintendent


Date

**Memorandum of Understanding Between the Berkeley Unified School District
and the Berkeley Council of Classified Employees**

Subject: Impacts of COVID-19 Pandemic, Part 3

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees BCCE and BUSD have agreed on the following:

1. The District will make every effort to limit the use of our classified staff during the pandemic to those considered essential. It is the District's goal to provide safe working environments for our staff.
2. Given the need to provide clerical support to principals during the implementation of the Distance Learning Plan:
 - a. The following positions will be asked to report to work remotely starting on April 6, 2020:
 - Administrative Assistant I
 - Administrative Assistant II
 - School Administrative Assistant I
 - School Administrative Assistant II
 - School Administrative Assistant III
 - School Administrative Assistant ECE
 - Clerical Assistant III
 - District Registrar
 - b. The positions above will be provided Chromebooks/laptops to facilitate their working remotely. They will be set up with a google voice account to facilitate phone calls. They will receive training on using technology to work remotely on an as-needed basis by contacting the technology department.
 - c. All duties assigned to clerical staff shall be within their job descriptions and duties.
3. Given the need to maintain clean exteriors of the facilities of the school district the staff working in the Facilities and Maintenance department including custodians will be asked to report to work on April 20, 2020.
 - a. The custodial and grounds staff will receive up to two hours of training on self-care/prevention and best practices on Monday, April 20, 2020, prior to reporting to their assigned site/job.
 - b. The district will make every effort to provide personal protective equipment to each employee, at this time masks are limited to healthcare facilities by the federal government.

- c. The grounds staff will drive in individual work vehicles or will drive their personal vehicles straight to the work site for the day. This is to maintain social distancing guidelines. The use of personal vehicles will be limited to commuting from home to the worksite and if they are asked to go to more than one worksite in a day they will be asked to submit a mileage form.
- 4. For the staff groups being asked to come back to work starting on the pre-determined start date:
 - a. Staff who exhibit symptoms of COVID-19, or are caretakers of a sick person will not be required to report back to work. Staff who are 60 years old or older, or have immune-compromised health conditions may opt to not take the assignment. Staff who are providing caregiving for children whose school/daycare is closed may opt to not take the assignment.
 - b. Staff who are not able to work due to illness, caregiving, childcare, or decide not to take the assignment may use accrued sick leave, the FFCRA leave, extended illness leave, or unpaid leave. Leave without pay requests will not be denied. If an employee chooses to take leave without pay they will need to see if they qualify for FMLA or will need to pay for their medical separately to continue to receive their medical benefits.
 - Accrued Sick Leave - does not require a doctor's note
 - FFCRA Leave - available starting April 1, 2020 - see attached flyer for details: provides up to 80 hours(or two weeks) of additional paid sick leave that is prorated based on FTE, and/or an additional up to 12 weeks of FMLA at $\frac{2}{3}$ pay (must have been an employee for the past thirty days) Accrued sick leave can be used to get to full pay.
 - Extended Illness Leave - up to 100 days paid at 50%.
 - c. Staff who were on an approved leave prior to the shelter in place who are given a start date will on that start have their leave started and new end dates/docks based on the changes calculated and emailed to them. March 16-April 10 will not be counted against their leave balances.
- 5. BCCE staff in a group who is not asked to work will remain in paid status and will not be required to use any accrued leave.
- 6. Based on the Part 1 MOU: All BCCE employees who are asked to work during the shelter in place will receive a 5% differential paid on a timesheet. The facilities and maintenance staff who report to work during the shelter in place will be eligible to earn up to 5 (five) days of comp time.

7. If the need for this MOU as it is related to COVID-19 extends beyond May 3, 2020, BCCE and BUSD will renegotiate this agreement based on the continuity of state funding for the closure.

This is a one-time, non-precedent setting agreement.

For BCCE:

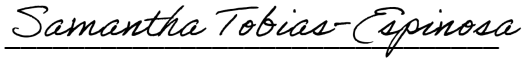


Linnette Robinson, President

4/7/2020

Date

For BUSD:



Samantha Tobias-Espinosa, Assistant
Superintendent

4/7/2020

Date

Memorandum of Understanding Between
the Berkeley Unified School District and Local 21

Subject: Impacts of COVID-19 Pandemic

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees Local 21 and BUSD have agreed on the following:

1. When any bargaining unit member is directed to be absent from their school or worksite by order of any Federal, State or Local agency, including the school district, the employee shall receive full pay and benefits for so long as the Federal, State or Local agency requires the quarantine. No employee will be charged sick leave or vacation or other paid leave or docked pay if the school or worksite is closed for health and safety reasons.
2. If a bargaining unit member is ill, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.
3. A bargaining unit member in a high-risk group, or who lives with someone in a high-risk group can use sick leave to be absent from work. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.
4. The above provisions apply to non-substitute bargaining unit members.
5. For substitute employees, if the substitute is assigned to a long-term substitute assignment and was pre-assigned to work during dates of school or district closure the substitute will receive full pay. During a school or district closure, day-to-day substitutes will receive a prorated amount of pay based on their pay for the prior three full months of work.
6. If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, Local 21 and BUSD will renegotiate this agreement for the 2020-2021 school year based on the continuity of state funding for the closure.

This is a one-time, non-precedent setting agreement.

For Local 21:



Angela Long

3.12.2020

Date

For BUSD:



Samantha Tobias-Espinosa, Assistant
Superintendent

3-12-2020

Date

Memorandum of Understanding Between
the Berkeley Unified School District and Local 21


Subject: Impacts of COVID-19 Pandemic, Part 2

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees Local 21 and BUSD have agreed on the following:

1. When any bargaining unit member is directed to work by their supervisor, the employee shall receive full pay and benefits plus an additional 5% differential. This applies regardless of the employee physically coming to work or working remotely. The supervisor must make the request of the employee prior to the work time and the employee retains their right to say no. Any employee who says no or is unable to work during the school closure shall not be penalized or retaliated against.
2. If the circumstances change (i.e. the employee becomes ill or a caregiver) any work time prior to the change shall include the 5% differential.
3. If the need for this MOU as it is related to COVID-19 extends beyond April 30, 2020, Local 21 and BUSD will renegotiate this agreement based on the continuity of state funding for the closure.

This is a one-time, non-precedent setting agreement.

For Local 21:



Angela Long

3/16/2020

Date

For BUSD:



Samantha Tobias-Espinosa, Assistant
Superintendent

3/16/2020

Date

Memorandum of Understanding Between
the Berkeley Unified School District and UBA

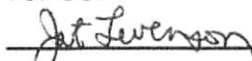
Subject: Impacts of COVID-19 Pandemic

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees UBA and BUSD have agreed on the following:

1. When any bargaining unit member is directed to be absent from their school or worksite by order of any Federal, State or Local agency, including the school district, the employee shall receive full pay and benefits for so long as the Federal, State or Local agency requires the quarantine. No employee will be charged sick leave or docked pay if the school or worksite is closed for health and safety reasons.
2. If a bargaining unit member is ill, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.
3. A bargaining unit member in a high-risk group, or who lives with someone in a high-risk group can use sick leave to be absent from work. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days (per school year) with full pay and benefits.
4. The above provisions apply to non-substitute bargaining unit members.
5. For substitute employees, if the substitute is assigned to a long-term substitute assignment and was pre-assigned to work during dates of school or district closure the substitute will receive full pay. During a school or district closure, day-to-day substitutes will receive a prorated amount of pay based on their pay for the prior three full months of work.
6. If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, UBA and BUSD will renegotiate this agreement for the 2020-2021 school year based on the continuity of state funding for the closure.

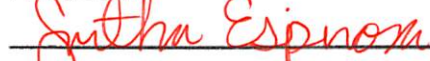
This is a one-time, non-precedent setting agreement.

For UBA:


Janet Levenson

3-12-20
Date

For BUSD:


Samantha Tobias-Espinosa, Assistant
Superintendent

3-12-2020
Date

Memorandum of Understanding Between
the Berkeley Unified School District and UBA

Subject: Impacts of COVID-19 Pandemic, Part 2

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees UBA and BUSD have agreed on the following:

1. When any bargaining unit member is directed to work by their supervisor, the employee shall receive full pay and benefits plus an additional 5% differential. This applies regardless of the employee physically coming to work or working remotely. The supervisor must make the request of the employee prior to the work time and the employee retains their right to say no. Any employee who says no or is unable to work during the school closure shall not be penalized or retaliated against.
2. If the circumstances change (i.e. the employee becomes ill or a caregiver) any work time prior to the change shall include the 5% differential.
3. If the need for this MOU as it is related to COVID-19 extends beyond April 30, 2020, UBA and BUSD will renegotiate this agreement based on the continuity of state funding for the closure.

This is a one-time, non-precedent setting agreement.

For UBA:

Janet Levenson

Date

For BUSD:

Samantha Tobias-Espinosa, Assistant
Superintendent

Date